

PRESENTMENT DATE AND TIME: December 9, 2015 at 12:00 p.m. (Eastern Time)
OBJECTION DEADLINE: December 9, 2015 at 11:30 a.m. (Eastern Time)

Stephen Karotkin
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtor
and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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:
In re : **Chapter 11 Case No.**
:
SIGA TECHNOLOGIES, INC., : **14-12623 (SHL)**
:
Debtor. :
:
-----X

STIPULATION AND ORDER ALLOWING CLAIM

This Stipulation and Order (the "**Stipulation**") is entered into as of September 10, 2015 (the "**Effective Date**") by and among SIGA Technologies, Inc., as debtor and debtor in possession (the "**Debtor**"), and Ostrolenk Faber LLP (the "**Claimant**" and, together with the Debtor, the "**Parties**").

RECITALS:

WHEREAS, on September 16, 2014, the Debtor commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"), Case No. 14-12623 (SHL);

WHEREAS, on February 13, 2015, the Bankruptcy Court entered the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Rule 3003(c)(3) of the Federal Rules of Bankruptcy Procedure Establishing the Deadline for Filing Proofs of Claim and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof, which established March 30, 2015 as the deadline for filing proofs of claim against the Debtor;

WHEREAS, on October 30, 2014, the Debtor filed its Schedules of Assets and Liabilities and listed Claimant as having an unsecured claim in the amount of \$24,000.00 (the "**Scheduled Claim Amount**") on Schedule 34695;

WHEREAS, upon further review by the Debtor of its internal records and communications between the Parties, the Parties agree that the Scheduled Claim Amount is to be

updated and the Claimant has a prepetition, general unsecured claim in the amount of \$24,297.37 (the "**Allowed Claim Amount**");

WHEREAS, the Parties have entered into this Stipulation to allow the Claimant a prepetition, general unsecured claim against the Debtor in the Allowed Claim Amount and to amend the Debtor's Schedules of Assets and Liabilities to reflect the Allowed Claim Amount;

NOW, THEREFORE, after good-faith, arms-length negotiations, in consideration of the foregoing, it is hereby stipulated and agreed that:

1. The Claimant will be allowed, as a prepetition, general unsecured claim against the Debtor, a claim in the amount of the Allowed Claim Amount (the "**Allowed Claim**").

2. The Debtor's Schedules of Assets and Liabilities shall be deemed amended as of the Effective Date to replace the Scheduled Claim Amount with the Allowed Claim Amount.

3. With the exception of the right to receive distributions on account of the Allowed Claim pursuant to any confirmed chapter 11 plan of reorganization, the Claimant, for itself and on behalf of its successors, assigns, agents, representatives, and professionals, fully, finally, and forever releases, relinquishes and discharges the Debtor, its estate, and its principals, officers, directors, agents, assigns, administrators and representatives, from all rights, claims, demands, damages of any kind, and causes of action of every nature, whether known or unknown, asserted or unasserted relating to the Allowed Claim; *provided, however*, that the Claimant maintains any and all rights to vote on and file objections to any plan proposed in the Debtor's chapter 11 case and the Debtor reserves all rights with respect thereto.

4. The claims agent in the Debtor's chapter 11 case is authorized and directed to adjust the claims register in accordance with this Stipulation.

5. This Stipulation contains the entire agreement between the Parties as to its subject matter and supersedes any and all prior agreements and undertakings between the Parties relating thereto.

6. This Stipulation may not be modified other than by a signed writing executed by the Parties.

7. Each person who executes this Stipulation represents that he or she is duly authorized to do so on behalf of the respective Party and that each Party has full knowledge and has consented to this Stipulation.

8. This Stipulation may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument, and it constitutes sufficient proof of this Stipulation to present any copy, copies, or faxes signed by the Parties to be charged.

9. This Stipulation will be exclusively governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law principles, and all claims relating to or arising out of this Stipulation, or the breach thereof, whether sounding in contract, tort, or otherwise, will likewise be governed by the laws of the State of New York, excluding New York's conflicts of law principles. The Court will retain exclusive jurisdiction over all disputes relating to this Stipulation.

10. This Stipulation is subject to the approval of the Bankruptcy Court and shall be of no force or effect unless and until such approval is obtained.

Dated: September 10, 2015
New York, New York

By:

Charles Achkar
Ostrolenk Faber LLP
Telephone: (212) 596-0505
Facsimile: (212) 382-0888

By:

Stephen Karotkin 12/2/15
Stephen Karotkin
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtor
and Debtor in Possession

So Ordered this _____ day of _____ 2015

United States Bankruptcy Judge

Dated: December 14, 2015
New York, New York



/s/ Sean H. Lane

Sean H. Lane
United States Bankruptcy Judge